be honestly mistaken in his statements his certificate will be void if it contains a clause that the answers are "truthful and full." *Johnson v. Chosen Friends,* 10 N. J. Law 346. But that statements affect applicant's rights only in so far as he knows them to be untrue see *Thomas v. A. O. U. W.,* 12 Wash. 500. Where the application requires applicant to state "so far as he knew" facts concerning relatives and to "answer" questions about himself, the latter statements were held to be warranties. *Mayer v. Eq. Life Assn.,* 49 Hun. 336.

LIBEL AND SLANDER—DAMAGES.—BUTLER V. HOBOKEN PRINTING & PUBLISHING CO., 62 Atl. 272. (N. J.).—In an action for libel, although the words are actionable *per se, held,* damages can not be assessed for physical sickness alleged to have been caused by libelous publication.

Numerous suits by the plaintiff have been brought throughout the country against different newspapers for copying and printing a defamatory article. The damages in the above case were assessed at $3,000. In a suit by her for the publication of the same article in the *Scranton Truth, Butler v. Barret and Jordan,* 130 Fed. 944, the amount recovered was but $900. In the latter case, however, no special damage, as ill health was taken into account. A similar action was brought recently in the Federal Court in Hartford. *Butler v. Morning News of Bridgeport,* and an appeal has been taken to the Circuit Court of the district of New York. The damages awarded in this case were $1,550.

Where words charged are actionable *per se,* jury may consider mental suffering as an element of damage, *Warner v. Publishing Co.,* 132 N. Y. 181; *Graybill v. DeYoung,* 141 Cal. 323; but mental suffering alone does not constitute such special damage as will support an action where words are not themselves libelous. *Terwilliger v. Wands,* 17 N. Y. 54; *Lynch v. Knight,* 9 H. L. C. 598. Sickness and incapacity to labor have, as a rule, been deemed too remote consequences of slanderous words; the contrary holding being entitled to little weight. *Leliff v. Jennings,* 61 Tex. 458.

LIMITATION OF ACTIONS—ACKNOWLEDGMENT—SUFFICIENCY.—SCHUCHLER V. COOPER, 62 ATL. 261. (DEL.).—*Held,* a statement by a debtor to a creditor that the debtor did not have the money to make payment, but that his farm was big enough to pay the bill, did not amount to an acknowledgment sufficient to revive the debt, as against limitations.

An acknowledgment of a similar nature to the one under consideration was held to be sufficient to revive the debt against the statute of limitations. *Walsh v. Mayar,* 111 U. S. 31. General rule is there must be an express promise of the debtor to pay the debt or else an express acknowledgment from which his promise to pay may be inferred. *Shepherd v. Thompson,* 122 U. S. 231. A mere acknowledgment, though in writing, of the debt, as having once existed, is not sufficient to raise an implication of such new promise. To have this effect there must be a distinct and unequivocal acknowledgment of the debt as still subsisting as a personal obligation. *Shepherd v. Thompson, supra.* Judge Story said the statute was not designed merely to raise a presumption of payment of a just debt, from lapse of time, but was intended as a statute of repose. *Bell v. Morrison,* 1 Pet. 351. From an acknowledgment of a debt under circumstances that indicate a willingness or liability to pay the same, the law will imply a promise to pay. *Green v. Coos Bay Co.,* 23 Fed. 67. The principle to be adduced from these cases is that in addition to the admission of a present subsisting debt, there must be either an express promise, or circumstances from which an implied promise may fairly be presumed. *Moore v. Bank of Columbia,* 6 Pet. 93. Some states have a rule more lenient to the creditor than the above, *Foster v. Smith,* 12 Conn. 449. Other states require, by virtue of a Code, that the new promise must be in writing. *Choce v. Trofford,* 116 Mass. 529; *Burns v. Harvell,* 32 Ga. 602; *Cleveland v. Duryea,* 1 Cin. R. 324.

MASTER AND SERVANT—EMPLOYER'S LIABILITY ACTS—FELLOW SERVANTS.—FAITH V. N. Y. C. & H. R. R. CO., 95 N. Y. SUPP. 774.—*Held,* that a foreman or inspector of boiler repairs, having a gang of men under his direction in a roundhouse, of which another had general supervision, was acting as a